

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

UNITED STATES OF AMERICA	:	
	:	
v.	:	CASE NO. 8:00-CR-75-T-25A
	:	
AUDLEY EVANS,	:	
PATRICK WATSON, and	:	
C. HAYWARD CHAPMAN	:	

**FIRST SUPERSEDING INDICTMENT**

The Grand Jury charges that:

**COUNT ONE THROUGH FIVE**  
**(WIRE FRAUD COUNTS)**

**A. Introduction**

At all times material to this Indictment:

1. The United States Department of Housing and Urban Development (hereinafter “HUD”) was created by Act of Congress “to achieve the best administration of the principal programs of the Federal Government which provide assistance for housing and for the development of the Nation’s communities...”

2. The United States Housing Act of 1937, as amended, established the Public Housing Program with the goal of providing decent, safe and sanitary housing for families of low-income. The Act gives Public Housing Agencies (hereinafter “PHAs”) the responsibility for the development and management of such housing. In addition, the Act provides for HUD funding to go to the PHA to improve the physical condition and to upgrade the management and operation of existing Public Housing

developments.

3. A PHA is an organization created by local government which administers HUD's low-income Public Housing Program and other HUD programs.

4. The City of Tampa created the Tampa Housing Authority (hereinafter "THA") in November, 1937 pursuant to Section 5 of the Housing Authorities Law which was enacted on June 1, 1937 by the Florida State Legislature. THA's mission was to develop and operate public housing units solely for the purpose of providing decent, safe, and sanitary housing for eligible families in a manner that promotes serviceability, economy, efficiency, and stability of the developments, and the economic and social well-being of the tenants.

5. HUD would award funds to THA which, in turn, would enter into contracts with contractors and resident owned businesses pursuant to the Public Housing Contracting With Resident Owned Businesses. Housing Authorities were still required to use the established procurement procedures set forth in 24 CFR 85.36, with solicitation limited to resident-owned businesses.

6. The purpose of the Public Housing Contracting With Resident-Owned Businesses regulations was to enhance the economic opportunities of public housing residents by providing public housing agencies with a method of soliciting and contracting with qualified resident-owned businesses for services, supplies, and construction.

7. Congress established the Public Housing Management Assessment Program (hereinafter "PHMAP") via the Affordable Housing Act of 1990, to provide

Congress and HUD with an objective system of measuring housing authorities, management capabilities and deficiencies, and address problem areas and poor performance.

8. In order to receive assistance from HUD, Public Housing Authorities are required annually to prepare a true and correct PHMAP certification (Form HUD-50072) and submit the document to HUD. On the certification, Public Housing Authorities certify as to the status of vacancies and unit turnaround, modernization, rents uncollected, work orders, annual inspection of units and systems, financial management, resident services, and security. HUD relies upon the information from the certifications to decide where to direct its oversight and monitoring. Public Housing Authorities identified through PHMAP as troubled are subject to greater HUD oversight while high performers receive less oversight.

9. The defendant, AUDLEY EVANS, was the Interim Executive Director of THA from November 20, 1987 through July 31, 1988. Then, he became the Executive Director of THA from August 1, 1988 through August 30, 1996. He continued as an unpaid consultant through December 30, 1996.

10. Defendant Evans was also the Executive Director of the Tampa Housing Development Corporation (hereinafter "THDC") during his tenure as Executive Director of THA. THDC was a non-profit corporation formed in August, 1978 to relieve shortages of decent, safe, and sanitary housing for low income persons.

11. At THA's direction, Meridian River Development Corporation (hereinafter "MRDC"), a non-profit corporation, was created in December, 1995 in order

to provide and develop affordable housing opportunities on behalf of THA for persons of low income.

12. Defendant Evans became Executive Director of MRDC in or about July, 1996. Tampa Bay Management and Development Corporation (hereinafter "TBMDC"), a non-profit corporation, was incorporated in April, 1996 with its purpose including management of and development of affordable housing opportunities to low and moderate income persons. In or about June, 1996, defendant Evans became Executive Director of TBMDC.

13. The defendant, PATRICK WATSON, was a physician practicing medicine in the State of Florida. In addition, he was an officer in two separate corporations, The Yard Group, Inc. and Knight's Haulage, Inc., both of which are incorporated in the State of Florida.

14. The defendant, C. HAYWARD CHAPMAN, was a principal in Bradley and Bradley Development Group, Inc. and Concorde, Inc., although his name did not appear on any of the corporate documents.

#### **B. The Scheme to Defraud**

15. From on or about February 12, 1993 until on or about July 11, 1997, in the Middle District of Florida, and elsewhere,

**AUDLEY EVANS,  
PATRICK WATSON, and  
C. HAYWARD CHAPMAN,**

defendants herein, with each other and with others known and unknown to the Grand Jury, knowingly and willfully devised and intended to devise a scheme and artifice to defraud HUD and the United States of America, and for obtaining money and property

by means of false and fraudulent pretenses, representations, and promises, and for depriving the citizens of the State of Florida and the City of Tampa of the intangible right of honest services, the substance of which scheme is more fully set forth below.

### **C. Manner and Means**

The substance of the scheme and artifice and the manner and means utilized to accomplish its ends included, among others things, the following:

16. It was part of the aforementioned scheme and artifice that the schemers would and did award HUD contracts in a manner that subverted the bidding process.

17. It was further part of the scheme and artifice that the schemers would and did select certain companies to receive contracts from THA even though those companies would not have been eligible to receive those contracts.

18. It was further part of the scheme and artifice that the schemers would and did submit bills requesting payment for work completed when the work had not been completed.

19. It was further part of the scheme and artifice to defraud that the schemers would and did agree to pay kickbacks to defendant Evans, as Executive Director of THA, in return for receiving contracts.

20. It was further part of the scheme and artifice that the schemers would and did use other individuals to sign contracts with THA thereby concealing their own identities and participation in the contracts.

21. It was further part of the scheme and artifice that the schemers would

and did hide and conceal the kickbacks made to defendant Evans, as Executive Director of THA.

22. It was further part of the scheme and artifice that the schemers would and did conduct their activities in a manner calculated to conceal and cover-up the fraudulent nature of their scheme.

**D. Execution of the Scheme**

23. On or about the dates listed below, in the Middle District of Florida, and elsewhere,

**AUDLEY EVANS,  
PATRICK WATSON, and  
C. HAYWARD CHAPMAN,**

defendants herein, for the purpose of executing the aforementioned scheme and artifice to defraud, and for obtaining money by means of false and fraudulent pretenses, representations, and promises, and for depriving the citizens of the State of Florida and the City of Tampa of the intangible right of honest services, did knowingly and willfully transmit and cause to be transmitted by means of wire, radio and television communication in interstate and foreign commerce, any writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, that is, the interstate wire transmittals described below:

<b><u>COUNT</u></b>	<b><u>DATE</u></b>	<b><u>WIRE</u></b>
No. 1	3/20/95	Defendants caused HUD to transfer, by wire, \$117,237.10 in funds from Philadelphia, Pennsylvania to Tampa, Florida.
No. 2	7/25/95	Defendants caused HUD to transfer, by wire, \$78,866.92 in funds from Philadelphia, Pennsylvania to Tampa, Florida



No. 3	10/5/95	Defendants caused HUD to transfer, by wire, \$80,000.00 in funds from Philadelphia, Pennsylvania to Tampa, Florida
No. 4.	12/19/95	Defendants caused HUD to transfer, by wire, \$564,553.00 in funds from Philadelphia, Pennsylvania to Tampa, Florida
No. 5	2/19/97	Defendants caused HUD to transfer, by wire, \$3,752,443.00 in funds from Philadelphia, Pennsylvania to Tampa, Florida

All in violation of Title 18, United States Code, Sections 1343 and 2.

**COUNT SIX**  
**(THE CONSPIRACY COUNT)**

**A. Introduction**

1. The allegations of paragraphs 1 through 14 of Count One of this Indictment are realleged and by this reference fully incorporated herein.

**B. The Agreement**

2. From on or about October 22, 1993, and continuing thereafter up to and including August 19, 1996, in the Middle District of Florida, and elsewhere,

**AUDLEY EVANS and  
PATRICK WATSON,**

defendants herein, did unlawfully, willfully and knowingly conspire, combine, confederate, and agree with each other and with other individuals known and unknown to the Grand Jury to:

a. Defraud the United States for the purpose of impeding, impairing, obstructing, and defeating the lawful government functions of the Department of Housing and Urban Development in the operation of its program in a manner that was

honest, fair, and free from deceit, craft, trickery, corruption, and dishonesty; and to:

b. Commit offenses against the United States, to wit:

(1) Being a public official, to demand, seek, receive, accept, and agree to receive and accept anything of value personally and for any other person and entity, in return for being influenced in the performance of any official act and being influenced to commit and aid in committing, and to collude in, and allow, any fraud, and make opportunity for the commission of any fraud, on the United States, in violation of Title 18, United States Code, Sections 201(b)(2)(A) and (B) and 2;

(2) Being a public official, other than as provided by law for the proper discharge of official duty, to demand, seek, receive, accept, and agree to receive and accept anything of value personally for and because of any official act performed and to be performed by such official and person, in violation of Title 18, United States Code, Sections 201(c)(1)(B) and 2;

(3) To give, offer, and promise anything of value to any public official, and offer and promise any public official to give anything of value to any other person and entity, with intent to influence any official act, and to influence such public official to commit and aid in committing, and collude in, and allow, any fraud, and make opportunity for the commission of any fraud, on the United States, in violation of Title 18, United States Code, Section 201(b)(1)(A) and (B) and 2;

(4) Other than as provided by law for the proper discharge of official duty, to give, offer, and promise anything of value to any public official for or because of any official act performed and to be performed by such public official, in violation of Title 18, United States Code, Section 201(c)(1)(A) and 2;

(5) Being an agent of an organization, and of a state and local government, and any agency thereof, which receives benefits in excess of \$10,000 in any one year period under a federal program, to corruptly solicit and demand for the benefit of any person, and accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of such organization, government, and agency involving anything of value of \$5,000 and more, in violation of Title 18, United States Code, Section 666(a)(1)(B) and 2;

(6) To give, offer, and corruptly agree to corruptly give anything of value to any person, with intent to influence and reward an agent of an organization and of a state and local government, and any agency thereof, in connection with any business, transaction, and series of transactions of such organization, government and agency involving anything of value of \$5,000 and more, in violation of Title 18, United States Code, Section 666(a)(2) and 2;

(7) To conduct and attempt to conduct financial transactions with property which is the proceeds of wire fraud, in violation of Title 18, United States Code, Section 1343, knowing that the transactions were designed in whole and in part to conceal and disguise the nature, location, the source, the ownership, and the control of the proceeds of the specified unlawful activity, in violation of Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2;

(8) To engage and attempt to engage in monetary transactions in

criminally derived property that is of a value greater than \$10,000 and is derived from specified unlawful activity, that is violations of Title 18, United States Code, Section 1343, in violation of Title 18, United States Code, Sections 1957 and 2;

**C. Manner and Means**

3. The allegations of paragraphs 16 through 22 of Count One of this Indictment are realleged and by this reference fully incorporated herein.

**D. Overt Acts**

4. In furtherance of and to effect the objectives of the conspiracy, and accomplish its purpose and objectives, the following overt acts, among others, were committed by one or more coconspirators in the Middle District of Florida, and elsewhere:

(1) On or about October 22, 1993, defendant Evans signed a contract on behalf of THA with Sarge Incorporated for window installation at Central Park Village.

(2) On or about February 4, 1994, defendant Evans signed a contract on behalf of THA with Sarge Incorporated for window installation at North Boulevard Homes.

(3) On or about March 1, 1994, defendant Evans signed a contract on behalf of THA with Goshen Maintenance for cabinet installation at North Boulevard Homes.

(4) On or about April 11, 1994, defendant Watson caused The Yard Group, Inc. to issue a check payable to defendant Watson as P. Watson, MD, PA in the amount of \$4,000.

(5) On or about June 3, 1994, defendant Watson caused The Yard Group, Inc. to issue a check payable to defendant Watson as Patrick Watson, MD, PA in the amount of \$21,000.

(6) On or about June 8, 1994, defendant Evans signed a contract on behalf of THA with Sarge, Inc. for vinyl window installation at Riverview Terrace.

(7) On or about August 10, 1994, defendant Evans signed a contract on behalf of THA with Goshen Maintenance, Inc. for rehabilitation of certain buildings at the Ponce De Leon project.

(8) On or about August 10, 1994, defendant Evans signed a contract on behalf of THA with Goshen Maintenance, Inc. for rehabilitation of certain units at the College Hill homes.

(9) On or about August 16, 1994, defendant Watson caused The Yard Group Inc. to issue a check payable to defendant Watson as P. Watson in the amount of \$20,000.

(10) On or about March 17, 1995, defendant Evans caused the Housing Authority of the City of Tampa to issue a check payable to Goshen Maintenance in the amount of \$59,086.75.

(11) On or about April 17, 1995, defendant Watson caused a deposit of \$48,086.75 to be made into the account of The Yard Group, Inc., c/o Patrick Watson, at Sun Bank of Tampa Bay.

(12) On or about May 16, 1995, defendant Patrick Watson signed a check issued by The Yard Group Inc. and payable to TAJ Global Equities, Inc. in the

amount of \$25,000.

(13) On or about May 17, 1995, defendant Watson caused a deposit of \$25,000 to be made into the TAJ Global Equities, Inc. account at The Terrace Bank of Florida, Tampa, Florida.

(14) On or about May 17, 1995, defendant Watson caused a check to be issued from TAJ Global Equities, Inc. to The Terrace Bank of Florida in the amount of \$25,000, bearing the notation "loan to A. Evans".

(15) On or about May 17, 1995, defendant Watson caused a cashier's check to be issued from The Terrace Bank of Florida payable to Audley Evans in the amount of \$20,000, bearing the notation "loan from TAJ".

(16) On or about May 17, 1995, defendant Watson caused a cashier's check to be issued from The Terrace Bank of Florida payable to Audley Evans in the amount of \$5,000, bearing the notation "loan from TAJ".

(17) On or about May 24, 1995, defendant Watson issued a check drawn on his account at Sun Bank of Tampa Bay payable to TAJ Global Equities, Inc. in the amount of \$15,000.

(18) On or about May 25, 1995, defendant Watson caused a deposit to be made to the TAJ Global Equities, Inc. account at The Terrace Bank of Florida in the amount of \$15,000.

(19) On or about May 26, 1995, defendant Watson caused a cashier's check to be issued from The Terrace Bank of Florida payable to Audley Evans in the amount of \$15,000, with the remitter being TAJ Global Equities, Inc.

(20) On or about October 4, 1995, defendant Watson caused a cashier's



check to be issued from the Sun Bank of Tampa Bay payable to Audley Evans in the amount of \$3,000, with the purchaser of the cashier's check being Patrick G. Watson.

(21) On or about October 24, 1995, defendant Watson caused a cashier's check to be issued from the Sun Bank of Tampa Bay payable to Audley Evans in the amount of \$7,000, with the purchaser of the cashier's check being Patrick Watson, M.D.

(22) On or about April 1, 1996, defendant Watson issued a check drawn on a State Street Bank account in the name of Patrick Watson, MD PA, payable to Harvey Ayers and Patricia Strickland, who were mortgage holders on property titled in the names of Damion and Darren Evans, the sons of defendant Evans, in the amount of \$25,000, bearing a notation "loan from Dr. Watson".

(23) On or about June 13, 1996, defendant Watson issued a check drawn on a State Street Bank account in the name of Patrick Watson, MD PA, payable to Audley Evans in the amount of \$5,000, check number 11.

(24) On or about June 13, 1996, defendant Watson issued a check drawn on a State Street Bank account in the name of Patrick Watson, MD PA, payable to Audley Evans in the amount of \$5,000, check number 12.

All in violation of Title 18, United States Code, Section 371.

**COUNT SEVEN**  
**(THE CONSPIRACY COUNT)**

**A. Introduction**

1. The allegation of paragraphs 1 through 14 of Count One of this Indictment are realleged and by this reference fully incorporated herein.

**B. The Agreement**

2. From on or about February 12, 1993 and continuing thereafter up to and including July 11, 1997, in the Middle District of Florida, and elsewhere,

**AUDLEY EVANS and  
C. HAYWARD CHAPMAN,**

defendants herein, did unlawfully, willfully and knowingly conspire, combine, confederate, and agree with each other and with other individuals known and unknown to the Grand Jury to:

a. Defraud the United States for the purpose of impeding, impairing, obstructing, and defeating the lawful government functions of the Department of Housing and Urban Development in the operation of its program in a manner that was honest, fair, and free from deceit, craft, trickery, corruption, and dishonesty; and to:

b. Commit offenses against the United States, to wit:

(1) Being a public official, to demand, seek, receive, accept, and agree to receive and accept anything of value personally and for any other person and entity, in return for being influenced in the performance of any official act and being influenced to commit and aid in committing, and to collude in, and allow, any fraud, and make opportunity for the commission of any fraud, on the United States, in violation of

Title 18, United States Code, Sections 201(b)(2)(A) and (B) and 2;

(2) Being a public official, other than as provided by law for the proper discharge of official duty, to demand, seek, receive, accept, and agree to receive and accept anything of value personally for and because of any official act performed and to be performed by such official and person, in violation of Title 18, United States code, Sections 201(c)(1)(B) and 2;

(3) To give, offer, and promise anything of value to any public official, and offer and promise any public official to give anything of value to any other person and entity, with intent to influence any official act, and to influence such public official to commit and aid in committing, and collude in, and allow, any fraud, and make opportunity for the commission of any fraud, on the United States, in violation of Title 18, United States Code, Section 201(b)(1)(A) and (B) and 2;

(4) Other than as provided by law for the proper discharge of official duty, to give, offer, and promise anything of value to any public official for or because of any official act performed and to be performed by such public official, in violation of Title 18, United States Code, Section 201(c)(1)(A) and 2;

(5) Being an agent of an organization, and of a state and local government, and any agency thereof, which receives benefits in excess of \$10,000 in any one year period under a federal program, to corruptly solicit and demand for the benefit of any person, and accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of such organization, government, and agency

involving anything of value of \$5,000 and more, in violation of Title 18, United States Code, Section 666(a)(1)(B) and 2;

(6) To give, offer, and corruptly agree to give anything of value to any person, with intent to influence and reward an agent of an organization and of a state and local government, and any agency thereof, in connection with any business, transaction, and series of transactions of such organization, government and agency involving anything of value of \$5,000 and more, in violation of Title 18, United States Code, Section 666(a)(2) and 2;

(7) To conduct and attempt to conduct financial transactions with property which is the proceeds of wire fraud in violation of Title 18, United States Code, Section 1343, knowing that the transactions were designed in whole and in part to conceal and disguise the nature, location, the source, the ownership, and the control of the proceeds of the specified unlawful activity, in violation of Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2;

(8) To engage and attempt to engage in monetary transactions in criminally derived property that is of a value greater than \$10,000 and is derived from specified unlawful activity, that is violations of Title 18, United States Code, Section 1343, in violation of Title 18, United States Code, Sections 1957 and 2;

### **C. Manner and Means**

3. The allegations of paragraphs 16 through 22 of Count One of this Indictment are realleged and by this reference fully incorporated herein.

#### **D. Overt Acts**

4. In furtherance of and to effect the objectives of the conspiracy, and accomplish its purpose and objectives, the following overt acts, among others, were committed by one or more coconspirators in the Middle District of Florida, and elsewhere:

(1) On or about February 12, 1993, defendant Chapman caused JMC Property Investments, Inc. to be formed.

(2) On or about July 21, 1993, defendant Chapman caused Bradley and Bradley Development Group, Inc. to be formed.

(3) On or about June 5, 1995, defendant Evans signed a contract with the Long May Company, for the College Hill Cabinet Installation Phase II , Units 1 through 200, and the compensation was a fixed sum of \$511,817.

(4) On or about June 13, 1995, defendant Evans signed a contract with the Daniels Company, for the College Hill Cabinet Installation Phase II, Units 201 through 400, and the compensation was a fixed sum of \$504,401.

(5) On or about June 15, 1995, defendant Evans caused Masonry Builders, Inc. to receive a payment of \$231,389.38, pursuant to the contracts signed with the Housing Authority of the City of Tampa for the College Hill Cabinet Installation Phase II.

(6) On or about July 25, 1995, defendant Evans signed a contract with the Green Apple Company, for the College Hill Cabinet Installation Phase II, Units 401 through 600, and the compensation was a fixed sum of \$527,885.

(7) On or about September 21, 1995, defendant Chapman signed an employee expense report with Bradley and Bradley Development Group, Inc. for \$120.00 for dinner at the Blue Heron with Audley Evans and others.

(8) On or about October 2, 1995, defendant Evans and defendant Chapman caused Bradley and Bradley Development Group, Inc. and D&R, Inc. to enter into a joint venture agreement for the purpose of entering into an agreement with THA.

(9) On or about October 6, 1995, defendant Evans signed a contract with NBJV-1 for renovation of North Boulevard homes in the amount of \$789,671.

(10) On or about October 12, 1995, defendant Evans signed a Notice to Proceed on certain portions of work known as North Boulevard-Phase II.

(11) On or about October 13, 1995, defendant Evans caused Masonry Builders, Inc. to receive a final payment of \$54,876.10, pursuant to the contracts signed with the Housing Authority of the City of Tampa for the College Hill Cabinet Installation Phase II.

(12) On or about October 16, 1995, defendant Evans signed a contract with Bradley and Bradley Development Group, Inc. which provided, among other things, that THA would purchase a project consisting of 16 dwelling units for \$1,151,828.

(13) On or about October 16, 1995, defendant Evans signed a contract with Bradley and Bradley Development Group, Inc. which provided, among other things, that the Housing Authority of the City of Tampa would purchase a project consisting of 50 dwelling units for \$3,436,578.

(14) On or about October 19, 1995, defendant Chapman caused Bradley and Bradley Development Group, Inc. to issue a check payable to C. Hayward Chapman in the amount of \$159.97, bearing the notation "reimburse-marketing-Audley Evans".

(15) On or about September 27, 1996, defendant Evans and defendant Chapman caused Concorde, Inc. and MRDC to enter into a contract for \$288,775 for 14 roofs at 7577 North 40<sup>th</sup> Street, Tampa, Florida.

(16) On or about November 19, 1996, defendant Evans and defendant Chapman caused Concorde, Inc. and MRDC to enter into a contract for \$64,500 for 8 roofs at 4018 Riverside Drive, Tampa, Florida.

(17) On or about December 23, 1996, defendant Chapman caused the Fort Brooke Bank, Tampa Office, to issue a Time Certificate of Deposit in the amount of \$25,000 in the name of Concorde, Inc.

(18) On or about December 23, 1996, defendant Chapman caused defendant Evans to receive a \$50,000 loan from Fort Brooke Bank in that the collateral for the loan was the CD issued to Concorde, Inc.

(19) On or about December 23, 1996, defendant Evans caused the Fort Brooke Bank to complete a memorandum which states, among other things, that the bank is loaning Audley Evans \$50,000 which is partially secured by a \$25,000 Ft. Brooke C.D. and which also states that (Evans) is also in business with Hayward Chapman who is an excellent customer of (the) bank.

(20) On or about December 26, 1996, defendant Chapman caused

Concorde, Inc. to issue a check in the amount of \$25,000 payable to Ft. Brooke Bank and signed by Teresa L. Keirn.



(21) On or about February 6, 1997, defendant Evans and defendant Chapman caused Concord Development Corp. and Meridian River Development Corporation to enter into a contract for \$209,000 for 220 cabinets at 4018 Riverside Drive, Tampa, Florida.

(22) On or about February 19, 1997, defendant Evans caused a deposit to be made to the Housing Authority of the City of Tampa General Fund account at The Bank of Tampa in the amount of \$3,752,443.

(23) On or about February 19, 1997, defendant Evans caused a deposit to be made to the Housing Authority of the City of Tampa General Fund account at The Bank of Tampa in the amount of \$1,205,092.

(24) On or about February 28, 1997, defendant Chapman caused a check to be issued from the Bradley and Bradley Development Group, Inc., Paine Webber account, to Concorde, Inc. in the amount of \$800,000.

(25) On or about April 10, 1997, defendant Chapman caused a check to be issued from the Bradley and Bradley Development Group, Inc., Paine Webber account, to Concorde, Inc. in the amount of \$300,000.

(26) On or about May 1, 1997, defendant Evans and defendant Chapman caused Concorde, Inc. and MRDC to enter into a contract for \$40,000 for stabilization of the river bank at 4018 Riverside Drive, Tampa, Florida.

(27) On or about May 1, 1997, defendant Chapman caused Teresa L. Keirn to issue a check in the amount of \$125,000 to cash and drawn on the account of Concorde, Inc.

(28) On or about May 1, 1997, defendant Chapman caused an official check drawn on First Union to be issued to Kathy Bradford in the amount of \$14,537.16 with the purchaser identified as “intentionally left blank”.

(29) On or about May 1, 1997, defendant Chapman caused an official check drawn on First Union to be issued to Larry and Judith Fannin in the amount of \$26,512.08 with the purchaser identified as “intentionally left blank”.

(30) On or about May 1, 1997, defendant Chapman caused an official check drawn on First Union to be issued to Paul Bennett in the amount of \$83,950.76 with the purchaser identified as “intentionally left blank”.

(31) On or about December 23, 1997, defendant Chapman caused an official check drawn on Colonial Bank to be issued to Concorde, Inc. in the amount of \$26,429.67.

(32) On or about June 2, 1997, defendant Evans and defendant Chapman caused a contract to be entered into between Concorde, Inc. and the MRDC for \$68,500 for painting 18 buildings located at 8501 North 50<sup>th</sup> Street, Tampa, Florida.

All in violation of Title 18, United States Code, Section 371.

**COUNT EIGHT**  
**(THE CONSPIRACY COUNT)**

**A. Introduction**

1. The allegations of paragraphs 1 through 14 of Count One of this Indictment are realleged and by this reference fully incorporated herein.

## **B. The Agreement**

2. From on or about June 2, 1994, and continuing thereafter up to and including March 15, 1996, in the Middle District of Florida, and elsewhere,

### **AUDLEY EVANS,**

defendant herein, did unlawfully, willfully and knowingly conspire, combine, confederate and agree with individuals known and unknown to the Grand Jury to:

a. Defraud the United States for the purpose of impeding, impairing, obstructing, and defeating the lawful government functions of the Department of Housing and Urban Development in the operation of its program in a manner that was honest, fair, and free from deceit, craft, trickery, corruption, and dishonesty; and to:

b. Commit offenses against the United States, to wit:

(1) Being a public official, to demand, seek, receive, accept, and agree to receive and accept anything of value personally and for any other person and entity, in return for being influenced in the performance of any official act and being influenced to commit and aid in committing, and to collude in, and allow, any fraud, and make opportunity for the commission of any fraud, on the United States, in violation of Title 18, United States Code, Sections 201(b)(2)(A) and (B) and 2;

(2) Being a public official, other than as provided by law for the proper discharge of official duty, to demand, seek, receive, accept, and agree to receive and accept anything of value personally for and because of any official act performed and to be performed by such official and person, in violation of Title 18, United States code, Sections 201(c)(1)(B) and 2;

(3) To give, offer, and promise anything of value to any public official, and offer and promise any public official to give anything of value to any other person and entity, with intent to influence any official act, and to influence such public official to commit and aid in committing, and collude in, and allow, any fraud, and make opportunity for the commission of any fraud, on the United States, in violation of Title 18, United States Code, Section 201(b)(1)(A) and (B) and 2;

(4) Other than as provided by law for the proper discharge of official duty, to give, offer, and promise anything of value to any public official for or because of any official act performed and to be performed by such public official, in violation of Title 18, United States Code, Section 201(c)(1)(A) and 2;

(5) Being an agent of an organization, and of a state and local government, and any agency thereof, which receives benefits in excess of \$10,000 in any one year period under a federal program, to corruptly solicit and demand for the benefit of any person, and accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of such organization, government, and agency involving anything of value of \$5,000 and more, in violation of Title 18, United States Code, Section 666(a)(1)(B) and 2;

(6) To give, offer, and corruptly agree to give anything of value to any person, with intent to influence and reward an agent of an organization and of a state and local government, and any agency thereof, in connection with any business, transaction, and series of transactions of such organization, government and agency

involving anything of value of \$5,000 and more, in violation of Title 18, United States Code, Section 666(a)(2) and 2;

(7) To conduct and attempt to conduct financial transactions with property which is the proceeds of wire fraud in violation of Title 18, United States Code, Section 1343, knowing that the transactions were designed in whole and in part to conceal and disguise the nature, location, the source, the ownership, and the control of the proceeds of the specified unlawful activity, in violation of Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2;

(8) To engage and attempt to engage in monetary transactions in criminally derived property that is of a value greater than \$10,000 and is derived from specified unlawful activity, that is violations of Title 18, United States Code, Section 1343, in violation of Title 18, United States Code, Sections 1957 and 2;

### **C. Manner and Means**

3. The allegations of paragraphs 16 through 22 of count One of this Indictment are realleged and by this reference fully incorporated herein.

### **D. Overt Acts**

4. In furtherance of and to effect the objectives of this conspiracy, and accomplish its purpose and objectives, the following overt acts, among others, were committed by one or more coconspirators in the Middle District of Florida, and elsewhere:

(1) On or about June 2, 1994, defendant Evans signed a contract on behalf of THA with Children, Families and Seniors Services' Consultant Group, Inc. for

brick facing to the former day care building at the College Hill Homes.

(2) On or about July 22, 1994, defendant Evans signed a periodic estimate authorizing THA to pay \$29,000 to Children, Families and Seniors Services' Consultant Group, Inc.

(3) On or about July 22, 1994, Bill Williams placed a telephone call to defendant Evans.

(4) On or about July 22, 1994, Bill Williams gave defendant Evans a quantity of cash.

(5) On or about September 27, 1994, defendant Evans signed a periodic estimate authorizing THA to pay \$43,045 to Children, Families and Seniors Services' Consultant Group, Inc.

(6) On or about September 30, 1994, Bill Williams placed a telephone call to defendant Evans.

(7) On or about September 30, 1994, Bill Williams gave defendant Evans a quantity of cash.

(8) On or about September 14, 1994, defendant Evans caused THA to issue a check in the amount of \$16,525. and made payable to Bill Williams.

(9) On or about September 15, 1994, Bill Williams gave defendant Evans a quantity of cash.

(10) On or about September 22, 1994, defendant Evans caused THA to issue a check in the amount of \$10,000 and made payable to Bill Williams, Construction Manager.

(11) On or about September 23, 1994, Bill Williams gave defendant Evans a quantity of cash.

(12) On or about April 10, 1995, defendant Evans signed a periodic estimate authorizing THA to pay \$23,372.10 to Crescent, Ltd.

(13) On or about April 11, 1995, Bill Williams placed a telephone call to defendant Evans.

(14) On or about April 11, 1995, Bill Williams gave defendant Evans a quantity of cash.

(15) On or about July 24, 1995, defendant Evans signed a periodic estimate authorizing THA to pay \$25,248.47 to Paintco., Ltd.

(16) On or about July 24, 1995, Bill Williams gave defendant Evans a quantity of cash.

(17) On or about August 21, 1995, Bill Williams gave defendant Evans \$3,555, which was the cost to Williams for roofing at Carribean Properties.

(18) On or about August 23, 1995, Bill Williams gave defendant Evans \$1,689, which was the cost to Williams for carpeting at Carribean Properties.

(19) On or about October 4, 1995, Bill Williams gave defendant Evans a quantity of cash.

(20) On or about November 21, 1995, Bill Williams gave defendant Evans a quantity of cash.

(21) On or about December 12, 1995, Bill Williams gave defendant Evans a quantity of cash.

(22) On or about February 26, 1996, Bill Williams gave defendant Evans a quantity of cash.

All in violation of Title 18, United States Code, Section 371.

**COUNTS NINE THROUGH TWENTY-EIGHT**  
**(THE BRIBERY COUNTS)**

1. On or about the dates listed below, in the Middle District of Florida, and elsewhere,

**AUDLEY EVANS,**

defendant herein, being a public official, did directly and indirectly, knowingly and corruptly demand, seek, receive, accept, and agree to receive and accept anything of value personally and for any other person and entity, in return for being influenced in the performance of any official act and being influenced to commit and aid in committing, and to collude in, and allow, any fraud, and make opportunity for the commission of any fraud, on the United States:



<u>COUNT</u>	<u>DATE</u>	<u>THING OF VALUE</u>	<u>RECIPIENT</u>	<u>GIVER</u>
No. 9	4/11/95	\$ 9,300.00	Audley Evans	Bill Williams
No. 10	5/17/95	\$ 20,000.00	Audley Evans	Patrick Watson (TAJ Global Equities, Inc.)
No. 11	5/17/95	\$ 5,000.00	Audley Evans	Patrick Watson (TAJ Global Equities, Inc.)
No. 12	5/26/95	\$ 15,000.00	Audley Evans	Patrick Watson (TAJ Global Equities, Inc.)
No. 13	8/1/95	\$ 5,500.00	Audley Evans	Bill Williams
No. 14	8/21/95	\$ 3,555.00 (Roofing)	Carribean Properties (for the benefit of Audley Evans)	Bill Williams
No. 15	8/23/95	\$ 1,689.00 (Carpeting)	Carribean Properties (for the benefit of Audley Evans)	Bill Williams
No. 16	9/21/95	\$ 120.00 (Dinner)	Audley Evans	C. Hayward Chapman
No. 17	10/4/95	\$ 6,500.00	Audley Evans	Bill Williams
No. 18	10/19/95	\$ 159.97	Audley Evans	C. Hayward Chapman
No. 19	10/24/95	\$ 7,000.00	Audley Evans	Patrick Watson
No. 20	11/21/95	\$ 6,000.00	Audley Evans	Bill Williams
No. 21	12/12/95	\$ 9,000.00	Audley Evans	Bill Williams
No. 22	2/26/96	\$ 6,500.00	Audley Evans	Bill Williams
No. 23	4/1/96	\$ 25,000.00	Audley Evans	Patrick Watson
No. 24	8/19/96	\$ 4,500.00	Audley Evans	Patrick Watson
No. 25	12/23/96	\$ 50,000.00 (Loan)	Audley Evans	Concorde, Inc.

No. 26	5/1/97	\$ 14,537.16	Kathy Bradford (for the benefit of Audley Evans)	Concorde, Inc.
No. 27	5/1/97	\$ 26,512.08	Larry and Judith Fannin (for the benefit of Audley Evans)	Concorde, Inc.
No. 28	5/1/97	\$ 83,950.76	Paul Bennett (for the benefit of Audley Evans)	Concorde, Inc.

2. All in violation of Title 18, United States Code, Sections 201(b)(2)(A) and (B) and

**COUNTS TWENTY-NINE THROUGH FORTY-EIGHT**  
**(THE GRATUITY COUNTS)**

On or about the dates listed below, in the Middle District of Florida, and  
elsewhere,

**AUDLEY EVANS,**

defendant herein, otherwise than as provided by law for the proper discharge of official  
duty, being a public official, did, directly and indirectly, knowingly, demand, seek,  
receive, accept, and agree to receive and accept anything of value personally for and  
because of any official act performed and to be performed by such official and person:

<u>COUNT</u>	<u>DATE</u>	<u>THING OF VALUE</u>	<u>RECIPIENT</u>	<u>GIVER</u>
No. 29	4/11/95	\$ 9,300.00	Audley Evans	Bill Williams
No. 30	5/17/95	\$ 20,000.00	Audley Evans	Patrick Watson (TAJ Global Equities, Inc.)
No. 31	5/17/95	\$ 5,000.00	Audley Evans	Patrick Watson (TAJ Global Equities, Inc.)
No. 32	5/26/95	\$ 15,000.00	Audley Evans	Patrick Watson (TAJ Global Equities, Inc.)
No. 33	8/1/95	\$ 5,500.00	Audley Evans	Bill Williams
No. 34	8/21/95	\$ 3,555.00 (Roofing)	Carribean Properties (for the benefit of Audley Evans)	Bill Williams
No. 35	8/23/95	\$ 1,689.00 (Carpeting)	Carribean Properties (for the benefit of Audley Evans)	Bill Williams
No. 36	9/21/95	\$ 120.00 (Dinner)	Audley Evans	C. Hayward Chapman
No. 37	10/4/95	\$ 6,500.00	Audley Evans	Bill Williams
No. 38	10/19/95	\$ 159.97	Audley Evans	C. Hayward Chapman
No. 39	10/24/95	\$ 7,000.00	Audley Evans	Patrick Watson
No. 40	11/21/95	\$ 6,000.00	Audley Evans	Bill Williams
No. 41	12/12/95	\$ 9,000.00	Audley Evans	Bill Williams
No. 42	2/26/96	\$ 6,500.00	Audley Evans	Bill Williams
No. 43	4/1/96	\$ 25,000.00	Audley Evans	Patrick Watson
No. 44	8/19/96	\$ 4,500.00	Audley Evans	Patrick Watson
No. 45	12/23/96	\$ 50,000.00 (Loan)	Audley Evans	Concorde, Inc.

No. 46	5/1/97	\$ 14,537.16	Kathy Bradford (for the benefit of Audley Evans)	Concorde, Inc.
No. 47	5/1/97	\$ 26,512.08	Larry and Judith Fannin (for the benefit of Audley Evans)	Concorde, Inc.
No. 48	5/1/97	\$ 83,950.76	Paul Bennett (for the benefit of Audley Evans)	Concorde, Inc.

All in violation of Title 18, United States Code, Sections 201(c)(1)(B) and 2.

**COUNTS FORTY-NINE THROUGH FIFTY-FOUR**  
**(THE BRIBERY COUNTS)**

On or about the dates listed below, in the Middle District of Florida, and elsewhere,

**PATRICK WATSON,**

defendant herein, did, directly and indirectly, knowingly and corruptly give, offer, and promise anything of value to any public official, that is, Audley Evans, and offer and promise any public official to give anything of value to any other person and entity, with intent to influence any official act, and to influence such public official to commit and aid in committing, and collude in, and allow, any fraud, and make opportunity for the commission of any fraud, on the United States:

<b><u>COUNT</u></b>	<b><u>DATE</u></b>	<b><u>THING OF VALUE</u></b>	<b><u>PUBLIC OFFICIAL</u></b>
No. 49	5/17/95	\$ 20,000.00	Audley Evans
No. 50	5/17/95	\$ 5,000.00	Audley Evans
No. 51	5/26/95	\$ 15,000.00	Audley Evans
No. 52	10/24/95	\$ 7,000.00	Audley Evans
No. 53	4/1/96	\$ 25,000.00	Audley Evans
No. 54	8/19/96	\$ 4,500.00	Audley Evans

All in violation of Title 18, United States Code, Sections 201(b)(1)(A) and (B) and 2.

**COUNTS FIFTY-FIVE THROUGH SIXTY**  
**(THE BRIBERY COUNTS)**

On or about the dates listed below, in the Middle District of Florida, and elsewhere,

**C. HAYWARD CHAPMAN,**

defendant herein, did, directly and indirectly, knowingly and corruptly give, offer, and promise anything of value to any public official, that is, Audley Evans, and offer and promise any public official to give anything of value to any other person and entity, with intent to influence any official act, and to influence such public official to commit and aid in committing, and collude in, and allow, any fraud, and make opportunity for the commission of any fraud, on the United States:

<b><u>COUNT</u></b>	<b><u>DATE</u></b>	<b><u>THING OF VALUE</u></b>	<b><u>PUBLIC OFFICIAL</u></b>
No. 55	9/21/95	\$ 120.00 (Dinner)	Audley Evans
No. 56	10/19/95	\$ 159.97	Audley Evans
No. 57	12/23/96	\$ 50,000.00	Audley Evans
No. 58	5/1/97	\$ 14,537.16	Audley Evans
No. 59	5/1/97	\$ 26,512.08	Audley Evans
No. 60	5/1/97	\$ 83,950.76	Audley Evans

All in violation of Title 18, United States Code, Sections 201(b)(1)(A) and (B) and 2.

**COUNTS SIXTY-ONE THROUGH SIXTY-SIX**  
**(THE GRATUITY COUNTS)**

On or about the dates listed below, in the Middle District of Florida, and  
elsewhere,

**PATRICK WATSON,**

defendant herein, otherwise than as provided by law for the proper discharge of official  
duty, did, directly and indirectly, knowingly give, offer, and promise anything of value to  
any public official, that is Audley Evans, for or because of any official act performed  
and to be performed by such public official:

<b><u>COUNT</u></b>	<b><u>DATE</u></b>	<b><u>THING OF VALUE</u></b>	<b><u>PUBLIC OFFICIAL</u></b>
No. 61	5/17/95	\$ 20,000.00	Audley Evans
No. 62	5/17/95	\$ 5,000.00	Audley Evans
No. 63	5/26/95	\$ 15,000.00	Audley Evans
No. 64	10/24/95	\$ 7,000.00	Audley Evans
No. 65	4/1/96	\$ 25,000.00	Audley Evans
No. 66	8/19/96	\$ 4,500.00	Audley Evans

All in violation of Title 18, United States Code, Sections 201(c)(1)(A) and 2.



**COUNTS SIXTY-SEVEN THROUGH SEVENTY-TWO**  
**(THE GRATUITY COUNTS)**

On or about the dates listed below, in the Middle District of Florida, and elsewhere,

**C. HAYWARD CHAPMAN,**

defendant herein, otherwise than as provided by law for the proper discharge of official duty, did, directly and indirectly, knowingly give, offer, and promise anything of value to any public official, that is Audley Evans, for or because of any official act performed and to be performed by such public official:

<b><u>COUNT</u></b>	<b><u>DATE</u></b>	<b><u>THING OF VALUE</u></b>	<b><u>PUBLIC OFFICIAL</u></b>
No. 67	9/21/95	\$ 120.00 (Dinner)	Audley Evans
No. 68	10/19/95	\$ 159.97	Audley Evans
No. 69	12/23/95	\$ 50,000.00 (Loan)	Audley Evans
No. 70	5/1/97	\$ 14,537.16	Audley Evans
No. 71	5/1/97	\$ 26,512.08	Audley Evans
No. 72	5/1/97	\$ 83,950.76	Audley Evans

All in violation of Title 18, United States Code, Sections 201(c)(1)(A) and 2.

**COUNTS SEVENTY-THREE THROUGH EIGHTY-SEVEN**  
**(BRIBERY CONCERNING PROGRAM RECEIVING FEDERAL FUNDS COUNTS)**

On or about the dates listed below, in the Middle District of Florida, and elsewhere,

**AUDLEY EVANS,**

defendant herein, being an agent of an organization, and of a state and local government, and any agency thereof, receiving in any one year period, benefits in excess of \$10,000 under a federal program involving a grant, contract, subsidy, loan, guarantee, insurance, and other form of federal assistance, did knowingly and corruptly solicit and demand for the benefit of any person, and accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of such organization, government, and agency involving anything of value of \$5,000 and more.

<u>COUNT</u>	<u>DATE</u>	<u>THING OF VALUE</u>	<u>GIVER</u>
No. 73	4/11/95	\$ 9,300.00	Bill Williams
No. 74	5/17/95	\$ 20,000.00	Patrick Watson (TAJ Global Equities, Inc.)
No. 75	5/17/95	\$ 5,000.00	Patrick Watson (TAJ Global Equities, Inc.)
No. 76	5/26/95	\$ 15,000.00	Patrick Watson (TAJ Global Equities, Inc.)
No. 77	8/1/95	\$ 5,500.00	Bill Williams
No. 78	10/4/95	\$ 6,500.00	Bill Williams
No. 79	10/24/95	\$ 7,000.00	Patrick Watson
No. 80	11/21/95	\$ 6,000.00	Bill Williams
No. 81	12/12/95	\$ 9,000.00	Bill Williams
No. 82	2/26/96	\$ 6,500.00	Bill Williams
No. 83	4/1/96	\$ 25,000.00	Patrick Watson
No. 84	12/23/96	\$ 50,000.00 (Loan)	Concorde, Inc.
No. 85	5/1/97	\$ 14,537.16	Concorde, Inc.
No. 86	5/1/97	\$ 26,512.08	Concorde, Inc.
No. 87	5/1/97	\$ 83,950.76	Concorde, Inc.

All in violation of Title 18, United States Code, Sections 666(a)(1)(B) and 2.

**COUNTS EIGHTY-EIGHT THROUGH NINETY-TWO**  
**(BRIBERY CONCERNING PROGRAM RECEIVING FEDERAL FUNDS COUNTS)**

On or about the dates listed below, in the Middle District of Florida, and  
elsewhere,

**PATRICK WATSON,**

defendant herein, did knowingly and corruptly give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of an organization and of a state and local government, and any agency thereof, receiving in any one year period, benefits in excess of \$10,000 under a federal program involving a grant, contract, subsidy, loan, guarantee, insurance, and other form of federal assistance, in connection with any business, transaction, and series of transactions of such organization, government and agency involving anything of value of \$5,000 and more:

<b><u>COUNT</u></b>	<b><u>DATE</u></b>	<b><u>THING OF VALUE</u></b>	<b><u>AGENT</u></b>
No. 88	5/17/95	\$ 20,000.00	Audley Evans
No. 89	5/17/95	\$ 5,000.00	Audley Evans
No. 90	5/26/95	\$ 15,000.00	Audley Evans
No. 91	10/24/95	\$ 7,000.00	Audley Evans
No. 92	4/1/96	\$ 25,000.00	Audley Evans

All in violation of Title 18, United States Code, Sections 666(a)(2) and 2.

**COUNTS NINETY-THREE THROUGH NINETY-SIX**  
**(BRIBERY CONCERNING PROGRAM RECEIVING FEDERAL FUNDS COUNTS)**

On or about the dates listed below, in the Middle District of Florida, and elsewhere,

**C. HAYWARD CHAPMAN,**

defendant herein, did knowingly and corruptly give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of an organization and of a state and local government, and any agency thereof, receiving in any one year period, benefits in excess of \$10,000 under a federal program involving a grant, contract, subsidy, loan, guarantee, insurance, and other form of federal assistance, in connection with any business, transaction, and series of transactions of such organization, government and agency involving anything of value of \$5,000 and more.

<b><u>COUNT</u></b>	<b><u>DATE</u></b>	<b><u>THING OF VALUE</u></b>	<b><u>AGENT</u></b>
No. 93	12/23/96	\$ 50,000.00 (Loan)	Audley Evans
No. 94	5/1/97	\$ 14,537.16	Audley Evans
No. 95	5/1/97	\$ 26,512.08	Audley Evans
No. 96	5/1/97	\$ 83,950.76	Audley Evans

All in violation of Title 18, United States Code, Sections 666(a)(2) and 2.

**COUNTS NINETY-SEVEN THROUGH ONE HUNDRED AND ONE**  
**(THE LAUNDERING OF MONETARY INSTRUMENTS COUNTS)**

On or about the dates listed below, in the Middle District of Florida, and elsewhere,

**AUDLEY EVANS and**  
**PATRICK WATSON,**

defendants herein, knowing that the property involved in a financial transaction represents the proceeds of some form of unlawful activity, did conduct and attempt to conduct financial transactions which in fact involved the proceeds of specified unlawful activity, that is, wire fraud in violation of Title 18, United States Code, Section 1343, knowing that the transaction was designed in whole and in part to conceal and disguise the nature, the location, the source, the ownership, and the control of the proceeds of specified unlawful activity:

<b><u>COUNT</u></b>	<b><u>DATE</u></b>	<b><u>AMOUNT</u></b>	<b><u>FINANCIAL TRANSACTION</u></b>
No. 97	5/16/95	\$25,000.00	A check drawn on the account of The Yard Group, Inc. and made payable to TAJ Global Equities, Inc.
No. 98	5/17/95	\$20,000.00	A cashier's check issued from The Terrace Bank of Florida payable to Audley Evans.
No. 99	5/17/95	\$ 5,000.00	A cashier's check issued from The Terrace Bank of Florida payable to Audley Evans.
No. 100	5/24/95	\$15,000.00	A check drawn on Patrick Watson's M.D. account and made payable to TAJ Global Equities, Inc.
No. 101	5/26/95	\$15,000.00	A cashier's check issued from The Terrace Bank of Florida payable to Audley Evans.

All in violation of Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2.

**COUNTS ONE HUNDRED AND TWO THROUGH ONE HUNDRED AND TEN**  
**(THE LAUNDERING OF MONETARY INSTRUMENTS COUNTS)**

On or about the dates listed below, in the Middle District of Florida, and  
elsewhere,

**AUDLEY EVANS and  
C. HAYWARD CHAPMAN,**

defendants herein, knowing that the property involved in a financial transaction represents the proceeds of some form of unlawful activity, did conduct and attempt to conduct financial transactions which in fact involved the proceeds of specified unlawful activity, that is, wire fraud in violation of Title 18, United States Code, Section 1343, knowing that the transaction was designed in whole and in part to conceal and disguise the nature, the location, the source, the ownership, and the control of the proceeds of specified unlawful activity:

<b><u>COUNT</u></b>	<b><u>DATE</u></b>	<b><u>AMOUNT</u></b>	<b><u>FINANCIAL TRANSACTION</u></b>
No. 102	3/5/97	\$800,000.00	A check from Bradley and Bradley Development Group, Inc. Paine Webber account at Bank One to Concorde, Inc. Raymond James account.
No. 103	4/10/97	\$300,000.	A check from Bradley and Bradley Development Group, Inc. Paine Webber account at Bank One to Concorde, Inc. Raymond James account
No. 104	4/30/97	\$ 26,512.08	A check, subsequently voided, was drawn on the account of Concorde, Inc. and made payable to Larry and Judith Fannin.
No. 105	4/30/97	\$ 83,950.76	A check, subsequently voided, was drawn on the account of Concorde, Inc. and made payable to Paul Bennett.
No. 106	4/30/97	\$ 14,537.16	A check, subsequently voided, was drawn on the account of Concorde, Inc. and made payable to Kathy Bradford.
No. 107	5/1/97	\$125,000.00	A check was drawn on the account of Concorde, Inc. and made payable to cash.
No. 108	5/1/97	\$ 26,512.08	A cashier's check was made payable to Larry and Judith Fannin with the purchaser identified as "Intentionally left blank".
No. 109	5/1/97	\$ 83,950.76	A cashier's check was made payable to Paul Bennett with the purchaser identified as "Intentionally left blank".
No. 110	5/1/97	\$ 14,537.16	A cashier's check was made payable to Kathy Bradford with the purchaser identified as "Intentionally left blank".

All in violation of Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2.



**COUNTS ONE HUNDRED AND ELEVEN THROUGH ONE HUNDRED AND  
FOURTEEN**  
**(THE MONETARY TRANSACTIONS COUNTS)**

On or about the dates listed below, in the Middle District of Florida, and  
elsewhere,

**AUDLEY EVANS and  
PATRICK WATSON**

defendants herein, did knowingly engage and attempt to engage in monetary  
transactions in criminally derived property that is of a value greater than \$10,000 and is  
derived from specified unlawful activity, that is, wire fraud in violation of  
Title 18, United States Code, Section 1343:

<b><u>COUNT</u></b>	<b><u>DATE</u></b>	<b><u>AMOUNT</u></b>	<b><u>MONETARY TRANSACTIONS</u></b>
No. 111	5/16/95	\$25,000.00	A check was issued from The Yard Group account at Sun Bank of Tampa Bay to the TAJ Global Equities, Inc. account at The Terrace Bank of Florida.
No. 112	5/17/95	\$20,000.00	A cashier's check was issued from the TAJ Global Equities, Inc. account at The Terrace Bank of Florida to Audley Evans.
No. 113	5/24/95	\$15,000.00	A check was issued from Patrick Watson's M.D. account at Sun Bank of Tampa Bay to the TAJ Global Equities, Inc. account at The Terrace Bank of Florida.
No. 114	5/26/95	\$15,000.00	A cashier's check was issued from the TAJ Global Equities, Inc. account at The Terrace Bank of Florida to Audley Evans.

All in violation of title 18, United States Code, Sections 1957(a) and 2.

**COUNTS ONE HUNDRED AND FIFTEEN THROUGH**  
**ONE HUNDRED AND NINETEEN**  
**(THE MONETARY TRANSACTIONS COUNTS)**

On or about the dates listed below, in the Middle District of Florida, and elsewhere,

**AUDLEY EVANS and**  
**C. HAYWARD CHAPMAN**

defendants herein, did knowingly engage and attempt to engage in monetary transactions in criminally derived property that is of a value greater than \$10,000 and is derived from specified unlawful activity, that is, and wire fraud in violation of Title 18, United States Code, Section 1343:

<b><u>COUNT</u></b>	<b><u>DATE</u></b>	<b><u>AMOUNT</u></b>	<b><u>MONETARY TRANSACTIONS</u></b>
No. 115	3/5/97	\$800,000.00	A check from Bradley and Bradley Development Group, Inc. Paine Webber account at Bank One to Concorde, Inc. Raymond James account.
No. 116	4/10/97	\$300,000.00	A check from Bradley and Bradley Development Group, Inc. Paine Webber account at Bank One to Concorde, Inc. Raymond James account.
No. 117	5/1/97	\$ 26,512.08	A cashier's check from First Union made payable to Larry and Judith Fannin
No. 118	5/1/97	\$ 83, 950.76	A cashier's check from First Union made payable to Paul Bennett.
No. 119	5/1/97	\$ 14,537.16	A cashier's check from First Union made payable to Kathy Bradford.

All in violation of title 18, United States Code, Sections 1957(a) and 2.

**COUNTS ONE HUNDRED AND TWENTY THROUGH**  
**ONE HUNDRED AND TWENTY-FOUR**  
**(THE FALSE STATEMENT TO A FEDERAL AGENCY COUNTS)**

On or about the dates listed below, in the Middle District of Florida, and elsewhere,

**AUDLEY EVANS,**

defendants herein, did knowingly falsify, conceal, and cover up by any trick, scheme and device a material fact, and did knowingly make a materially false, fictitious, and fraudulent statement and representation:

<b><u>COUNT</u></b>	<b><u>DATE</u></b>	<b><u>FALSE STATEMENT AND REPRESENTATION</u></b>
No. 120	9/1/95	As a resident contractor, Thomas Mitchell signs an agreement with THA as Goshen Maintenance for \$140,000.00 for sod and seed at North Boulevard Homes when, in truth and in fact, Thomas Mitchell was living in a residence owned by Audley Evans, and was not a resident at the time of THA.
No. 121	11/3/95	At the direction of Audley Evans, Angelo DePaul signs a periodic estimate authorizing payment of \$51,570.00 to Unique Construction Managers when, in truth and in fact, no work had been performed as of that date.
No. 122	3/7/96	Audley Evans and Angelo DePaul sign a periodic estimate authorizing payment of \$35,550.00 for completion of roof work to Unique Construction Managers, Inc. when, in truth and in fact, the roof work had not been completed.
No. 123	3/29/96	Audley Evans signs a Change Order authorizing an additional \$79,050.38 for additional costs incurred for sod and seed at North Boulevard Homes when, in truth and in fact, no additional costs had been incurred.

No. 124	4/8/96	At the direction of Audley Evans, Angelo DePaul wrote a letter to HUD concerning the fire damaged buildings at the College Hill Homes wherein it states, "It should be noted that this work started after Mr. Evans was granted a six months leave of absence. He had no interaction with this contract, but to authorize termination after my recommendation." In truth and in fact, this statement was false.
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2. All in violation of Title 18, United States Code, Sections 1001(a)(1) and (2) and

**COUNT ONE HUNDRED AND TWENTY-FIVE**  
**(THE FALSE STATEMENTS TO A FEDERAL AGENCY COUNT)**

On or about the dates listed below, in the Middle District of Florida, and elsewhere,

**AUDLEY EVANS,**

defendant herein, did knowingly falsify, conceal and cover up by any trick, scheme and device a material fact, and did knowingly make a materially false, fictitious, and fraudulent statement and representation:

<b><u>COUNT</u></b>	<b><u>DATE</u></b>	<b><u>FALSE STATEMENT AND REPRESENTATION</u></b>
No. 125	6/20/96	Audley Evans signs a Public Housing Management Assessment Program (PHMAP) Certification stating, <u>inter alia</u> , that percentage of units inspected annually using standards that were at least equivalent to the Housing Quality Standards (HQS) - 100%; and percent of units meeting HQS - 100%. In truth and in fact, this statement was false.

2. All in violation of Title 18, United States Code, Sections 1001(a)(1) and (2) and

**FORFEITURES**

1. The allegations contained in Counts One through Eight and Counts Ninety-Seven through One Hundred Nineteen of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures, pursuant to the provisions of Title 18, United States Code, Section 982.

2. From their engagement in any or all of the violations alleged in Counts One through Eight and Counts Ninety-Seven through One Hundred Nineteen of this Indictment, the defendants shall forfeit to the United States pursuant to Title 18, United

States Code, Section 982, all property, real and personal, involved in the  
aforementioned offenses, and all property traceable to such property, for violations of  
Title 18, United States Code, Sections 1343, 1956 and 1957. Such property includes,  
but is not limited to, the following:

- a. The real property, including all improvements thereon and appurtenances thereto, located at 502 S. Channel Drive, Tampa, Florida, which is legally described as follows:

Lot 13, Block 109, DAVIS ISLAND, COUNTRY CLUB  
SECTION, according to the map or plat thereof recorded in  
Plat Book 10, Page 57, of the Public Records of  
Hillsborough County, Florida.

- b. The real property, including all improvements thereon and appurtenances thereto, located in Hall County, Gainesville, Georgia, which is legally described as follows:

All that tract or parcel of land lying and being in Land Lots  
28, 29, 30, and 31 of the 10<sup>th</sup> Land District of Hall County,  
Georgia containing 42.37 acres, more or less, as more  
particularly shown on a plat of survey for the estate of  
Ernest A. Whelchel prepared by Henry G. Jarrard, Georgia  
Registered Land Surveyor, on October 31, 1995, which plat  
is incorporated herein by reference. The aforementioned  
plat is recorded at Plat Slide 619, page 28A of the Hall  
County Plat Records.

Parcel Identification Number: 10-030-000-004

- c. 1998 Dodge Ram Pickup  
Vehicle Identification Number: 1B7HC16X1WS508513  
Owner of Record: Concorde, Inc.
- d. 1997 Harley Davidson  
Vehicle Identification Number: 1HD1GEL14VY315456  
Owner of Record: Clyde H. Chapman

- e. Raymond James Financial Services, Inc.  
Account Number: 12422347  
Account Holder: Concorde, Inc.
- f. First Union National Bank  
Account Number: 2090002534207  
Account Holder: Concorde, Inc.
- g. Heavy Equipment  
Caterpillar, Inc.  
Model No: 320BL  
Identification No.: 9900741  
Serial No.: 06CR03741  
Purchase Price: \$143,850.00
- h. Heavy Equipment  
Caterpillar, Inc.  
Model No.: D5CHST  
Identification No.: 9900333  
Serial Number: 07PS00839  
Purchase Price: \$92,650.95
- i. Heavy Equipment  
Caterpillar, Inc.  
Model No.: 928F  
Identification No.: 2XL01705  
Purchase Price: \$45,000.00

3. If any of the property described above as being subject to forfeiture, as a result of any act or omission of the defendants:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred, sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be

subdivided without difficulty;



it is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b)(2) [incorporating the provisions of Title 21, United States Code, Section 853(p)], to seek forfeiture of any other property of said defendants up to the value of the above forfeitable property. Such property includes, but is not limited to, the following:

- a. The real property, including all improvements thereon and appurtenances thereto, located in Hernando County, Florida, which is legally described as follows:

The West ½ of the Southwest 1/4 of the Southeast 1/4 of Section 23, Township 23 South, Range 19 East, Hernando County, Florida. LESS the West 325.5 feet of the South 670.12 feet thereof, AND LESS road right-of-way for Endsley Road.

Parcel Identification Number: 23-19-23-0000-0070-0000

- b. The real property, including all improvements thereon and appurtenances thereto, located at 6104 Rain Hollow Court, Tampa, Florida, which is legally described as follows:

Lot 11, Block 1, Raintree Terrace Subdivision, which also includes a Replat of a part of W.E. Hamner's 56<sup>th</sup> Street Estates, according to the map or plat thereof, as recorded in Plat Book 53, Page 1, of the Public Records of Hillsborough County, Florida.

Parcel Identification Number: 037096-5022

- c. The real property, including all improvements thereon and appurtenances thereto, located in Hernando County, Florida, which is legally described as follows:

All that part of the West 3/4 of the Southeast 1/4 of the Southwest 1/4 lying North and East of Endsley Road; Less and Except the East 335.00 feet thereof, Section 23, Township 23 South, Range 19 East, Hernando County, Florida.

Parcel Identification Number: 23-19-23-0000-0030-0080

d. The real property, including all improvements thereon and appurtenances thereto, located in Hernando County, Florida, which is legally described as follows:

The East 335.00 feet of the West 3/4 of the Southeast 1/4 of the Southwest 1/4 of Section 23, Township 23 South, Range 19 East, Hernando County, Florida. LESS AND EXCEPT the East 60.00 feet thereof, and LESS Right-of-Way on Endsley Road.

Together with an undivided interest in the access and utility tract described as follows:

The East 60.00 feet of the West 3/4 of the Southeast 1/4 of the Southwest 1/4, the South 60.00 feet of the East 150.00 feet of the West 1/2 of the Northeast 1/4 of the Southwest 1/4, the South 60.00 feet and the East 60.00 feet of the East 1/2 of the Northeast 1/4 of the Southwest 1/4; the North 38.00 feet of the East 1/2 of the Northeast 1/4 of the Southwest 1/4; the South 22.00 feet of the East 1/2 of the Southeast 1/4 of the Northwest 1/4; the North 38.00 feet of the East 367.63 feet of the West 1/2 of the Northeast 1/4 of the Southwest 1/4; AND the South 22.00 feet of the East 367.63 feet of the West 1/2 of the Southeast 1/4 of the Northwest 1/4, all in Section 23, Township 23 South, Range 19 East, Hernando County, Florida.

Parcel Identification Number: 23-19-23-0000-0030-0090.

A TRUE BILL,

\_\_\_\_\_  
Foreperson

DONNA A. BUCELLA  
United States Attorney

By: \_\_\_\_\_

ROBERT E. O'NEILL  
Assistant United States Attorney  
United States Attorney No. 052

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